

UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of Seven Thousand Five Hundred Forty Five Dollars (\$7,545.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stephen D. Williams, hereinafter referred to as "Grantor", does hereby grant, bargain and convey unto the City of Olive Branch, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline, pipelines and other appurtenances for operation of the City Utility System, within the confines of an area described in Exhibit 1, which is attached hereto and made a part hereof as if fully copied herein, together with reasonable access thereto.

TO HAVE AND TO HOLD said easement and reasonable access thereto unto said Grantee, its successors and assigns permanently, where noted in Exhibit 1.

It is understood and agreed that the purpose of this easement is for the Grantee to construct improvements to the City Utility System. It is further agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted easement, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted easement that will interfere with the normal operation and maintenance of the said line or lines.

It is hereby expressly agreed that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places beyond the permanent construction easement or other areas which require extra working space, Grantee shall request in writing from Grantor temporary access to additional working space which may be necessary for construction. It is agreed that no work outside the permanent construction easement area shall take place without written consent and agreement by Grantor.

Grantor represents that the above described land is not rented at the present time.

GRANTOR and GRANTEE acknowledge, covenant, and/or agree

That the consideration for the conveyance of the easement rights herein conveyed, which constitutes a partial taking of GRANTOR'S property, includes compensation for damages, if any, to GRANTOR'S property occurring as a result of such partial taking, but such consideration does not include compensation for actual damages to GRANTOR'S property outside of the parcels of land hereinabove described, if such damages should occur during or as a result of the exercise of any rights conveyed herein;

That GRANTOR covenants and warrants that they are the lawful owners of the above-described property, and that this conveyance is subject to any existing covenants, easements and utilities apparent or of record.

No statement or representation of any agent or representative of the GRANTEE, or any other person pretending to represent GRANTEE, not incorporated herein, shall be a part of this Contract and shall not be deemed an inducement to the execution hereof. No alleged Oral Agreement between GRANTEE and the GRANTOR; and no Oral Promise on the part of the GRANTEE, not incorporated herein shall have any validity or effect whatsoever.

Grantor fully understands that they have the right to request a fair market value appraisal of the property and receive just compensation for the use of real property herein described and for the utility easement herein described. Grantor hereby exercises their right to request the appraisal and conveys the real property for the utility easement herein described to Grantee for the consideration stated herein.

The Terms, Conditions and Provisions of this Grant shall extend to and be binding upon the Heirs, Successors and Assigns of the Parties hereto.

IN WITNESS WHEREOF the said Grantor has hereunto set its hand and seal, this
4th day of May, 2007.

Stephen D. Williams
 STEPHEN D. WILLIAMS

Witnessed By:

Bryan E. Dye

APPROVED AND ACCEPTED by the
 City of Olive Branch

By: Samuel P. Rikard
 SAMUEL P. RIKARD, MAYOR

ATTEST:

Judy C. Herrington
 JUDY C. HERRINGTON, CITY CLERK

STATE OF Mississippi

COUNTY OF DeSoto

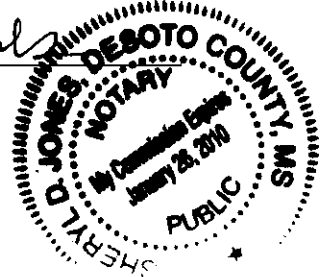
Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of May, 2007, within my jurisdiction the within named Bryan E. Dye, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Stephen D. Williams, whose name is subscribed thereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed his name as witness thereto in the presence of same.

Bryan E. Dye
 Witness

Sheryl D. Jones
 NOTARY PUBLIC

My Commission Expires:

January 26, 2010



STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 7th day of May, 2007, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Olive Branch, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Jina Rendi Griffith
 NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
 MY COMMISSION EXPIRES SEPT 26, 2010
 BONDED THRU STEGALL NOTARY SERVICE

PREPARED BY AND RETURN TO: Bryan E. Dye, City of Olive Branch, 9200 Pigeon Roost Rd., Olive Branch, MS 38654, 662-892-9228.

GRANTOR'S ADDRESS

7643 College Road
Olive Branch, MS 38654
Res. Tel.: 662-895-2458
Bus. Tel.: 901-486-7777

GRANTEE'S ADDRESS

9200 Pigeon Roost Rd.
Olive Branch, MS 38654
662-892-9200
662-892-9200

Indexing Instructions

A 10 foot Utility Easement, more particularly described in the exhibit attached hereto, being situated in the Northwest Quarter of Section 8, Township 2 South, Range 6 West, and in the Northeast Quarter of Section 7, Township 2 South, Range 6 West, DeSoto County, Mississippi.

**RUSSELL & COMPANY**
ENGINEERS SURVEYORS

6760 GOODMAN ROAD E. • P.O. BOX 1457
OLIVE BRANCH, MS 38654
662-893-3377 FAX 662-893-3379

Legal Description of the North lines of a proposed 10' Utility Easement along the South Right of Way of Church Road lying both East and West of Craft Road in Sections 7&8, Township 2 South, Range 6 West, Olive Branch, Desoto County, Mississippi and is further described as follows:

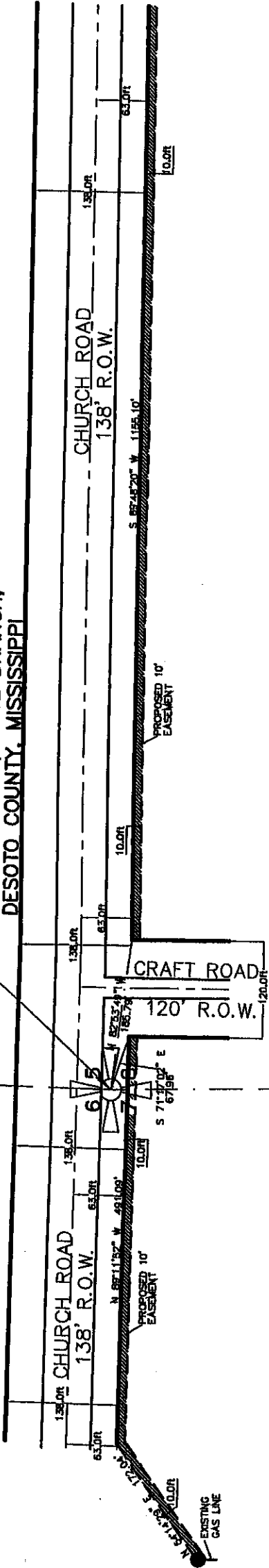
East of Craft Road

Beginning at the Southeast intersecting Rights of ways of Church Road and Craft Road being South 82 degrees 53 minutes 49 seconds East 185.79 feet from the Northwest corner of said Section 8; thence North 89 degrees 48 minutes 20 seconds East 1155.10 feet along the South right of way of Church Road to the East property line of the Stephen D. Williams tract and the termination of this easement. The intent of this legal description is to describe a 10' utility easement lying adjacent and parallel to the South right of way of Church Road.

West of Craft Road

Beginning at the Southwest intersecting Rights of ways of Church Road and Craft Road being South 71 degrees 17 minutes 02 seconds East 67.96 feet from the Northwest corner of said Section 8; thence North 89 degrees 11 minutes 52 seconds West 491.09 feet along the South right of way of Church Road; thence leaving said right of way South 54 degrees 14 minutes 29 seconds West 172.04 to an existing gas line on the East bank of Lick Creek and the termination of this easement. The intent of this legal description is to describe a 10' utility easement lying adjacent and parallel to the South right of way of Church Road.

NORTHWEST CORNER OF
SECTION 8, TOWNSHIP 2 SOUTH,
RANGE 6 WEST, OLIVE BRANCH,
DESOTO COUNTY, MISSISSIPPI



10' GAS LINE ESM'T

DRAWN R&C	DATE 01/24/07	THIS SKETCH OF A 10' GAS ESM'T WAS PREPARED FOR THE CITY OF OLIVE BRANCH	
APPROVED LB	DATE 01/24/07	PROJECT NO.	STEPHEN D. WILLIAMS
SCALE NTS	SHEET 1 of 1		